

7829-U
RECORDATION NO. Filed & Recorded

JUN 20 1976 4 45 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of June 15, 1976, between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee under a Trust Agreement dated as of June 1, 1974 (hereinafter called the "Trustee"), and NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the "Railroad").

WHEREAS the Trustee and the Railroad are parties to a Sale and Lease Back Agreement dated as of June 1, 1974, as amended to the date hereof, (hereinafter called the "Sale and Lease Back Agreement");

WHEREAS the Sale and Lease Back Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 10, 1975, at 3:25 p.m., and was assigned recordation number 7829-A; and

WHEREAS the parties hereto desire to further amend the Sale and Lease Back Agreement in certain respects.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Article 2 of the Sale and Lease Back Agreement

is amended to read as follows:

ARTICLE 2. The Trustee agrees that, upon request of the Railroad following settlement for the Equipment pursuant to the Conditional Sale Agreement, and conveyance of title (subject to the security title of the Vendor under the Conditional Sale Agreement) to the Railroad by bill of sale, the Trustee will, with respect to the separate and distinct Subtrusts, subject to all the terms and conditions provided for in the Lease applicable to such Equipment and this Agreement, purchase the Equipment from the Railroad by making the payments and assuming the obligations provided for in Article 3 hereof and accept title thereto for the respective Subtrusts (subject as aforesaid) by a bill of sale in the form attached hereto as Schedule I and lease the Equipment back to the Railroad.

2. Subparagraph (a) of Article 3 of the Sale and Lease

Back Agreement is amended to read as follows:

(a) to pay to the Railroad from time to time, upon request of the Railroad following payment by the Railroad to the Builder, as defined in the Conditional Sale Agreement, of any payment required by subparagraph (a) of Article 3 of the Conditional Sale Agreement, an amount equal to such payment made by the Railroad under said subparagraph (a) in respect of such item of Equipment;

3. Article 5 of the Sale and Lease Back Agreement is

amended to read as follows:

ARTICLE 5. In the event that the Railroad shall purchase any Items of Equipment pursuant to Section 16.1 of any of the Leases, or in the event that the Railroad shall have made payment to the Trustee for an Item of Equipment pursuant to Section 11 of Lease No. 5 following a Casualty Occurrence as set forth in Subparagraph (b) of Section 11.1 thereof, the Trustee shall have no further obligation with respect thereto under the Conditional Sale Agreement, including, without limitation, the obligation to pay the installments of the Conditional Sale

Indebtedness with respect to such Items of Equipment becoming due after the date of purchase, or interest thereafter accruing, and in such event the Railroad agrees to release the Trustee from all its obligations assumed hereunder with respect to such Items of Equipment, including the obligation to pay such Conditional Sale Indebtedness and the interest thereafter accruing thereon.

4. Each and every reference in the Sale and Lease Back Agreement to the Trust Agreement, the Leases and the Conditional Sale Agreement shall be deemed to refer to such documents as amended to the date hereof.

5. The Railroad will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

6. Except as amended hereby, the Sale and Lease Back Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers hereunto duly authorized, and their respective corporate seals duly attested to be hereunto affixed as of the day and year first above written.

[Corporate Seal]
Attest:

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee,

By _____

NATIONAL RAILROAD PASSENGER CORPORATION,

By Don R. Brazier

[Corporate Seal]
Attest:

Approval of Administrator

The Federal Railroad Administrator on behalf of the Secretary of the Department of Transportation of the United States of America does hereby approve the foregoing Amendment Agreement.

Federal Railroad Administrator

Attest:

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA) ss.:

On this day of June, 1976, before me personally appeared , to me personally known who being by me duly sworn, says that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.:

On this day of June, 1976, before me personally appeared , to me personally known, who being by me duly sworn, said that he is a Vice President of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public

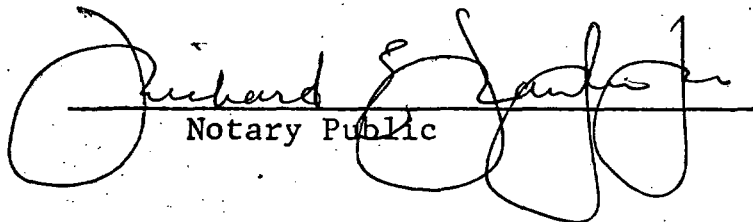
[Notarial Seal]

My Commission expires

CITY OF WASHINGTON)
) ss.:
 DISTRICT OF COLUMBIA)

On this 29TH day of June, 1976, before me personally appeared Don R. Brazier, to me personally known, who being by me duly sworn, said that he is Vice President-Finance of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]


 Notary Public

My Commission expires

My Commission Expires September 30, 1980

AMENDMENT AGREEMENT dated as of June 15, 1976, between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee under a Trust Agreement dated as of June 1, 1974 (hereinafter called the "Trustee"), and NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the "Railroad").

WHEREAS the Trustee and the Railroad are parties to a Sale and Lease Back Agreement dated as of June 1, 1974, as amended to the date hereof, (hereinafter called the "Sale and Lease Back Agreement");

WHEREAS the Sale and Lease Back Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 10, 1975, at 3:25 p.m., and was assigned recordation number 7829-A; and

WHEREAS the parties hereto desire to further amend the Sale and Lease Back Agreement in certain respects.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Article 2 of the Sale and Lease Back Agreement

is amended to read as follows:

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2. Subparagraph (a) of Article 3 of the Sale and Lease

Back Agreement is amended to read as follows:

(a) to pay to the Railroad from time to time, upon request of the Railroad following payment by the Railroad to the Builder, as defined in the Conditional Sale Agreement, of any payment required by subparagraph (a) of Article 3 of the Conditional Sale Agreement, an amount equal to such payment made by the Railroad under said subparagraph (a) in respect of such item of Equipment;

3. Article 5 of the Sale and Lease Back Agreement is

amended to read as follows:

ARTICLE 5. In the event that the Railroad shall purchase any Items of Equipment pursuant to Section 16.1 of any of the Leases, or in the event that the Railroad shall have made payment to the Trustee for an Item of Equipment pursuant to Section 11 of Lease No. 5 following a Casualty Occurrence as set forth in Subparagraph (b) of Section 11.1 thereof, the Trustee shall have no further obligation with respect thereto under the Conditional Sale Agreement, including, without limitation, the obligation to pay the installments of the Conditional Sale

Indebtedness with respect to such Items of Equipment becoming due after the date of purchase, or interest thereafter accruing, and in such event the Railroad agrees to release the Trustee from all its obligations assumed hereunder with respect to such Items of Equipment, including the obligation to pay such Conditional Sale Indebtedness and the interest thereafter accruing thereon.

4. Each and every reference in the Sale and Lease Back Agreement to the Trust Agreement, the Leases and the Conditional Sale Agreement shall be deemed to refer to such documents as amended to the date hereof.

5. The Railroad will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

6. Except as amended hereby, the Sale and Lease Back Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers hereunto duly authorized, and their respective corporate seals duly attested to be hereunto affixed as of the day and year first above written.

[Corporate Seal]
Attest:

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee,

By _____

NATIONAL RAILROAD PASSENGER CORPORATION,

[Corporate Seal]
Attest:

By _____

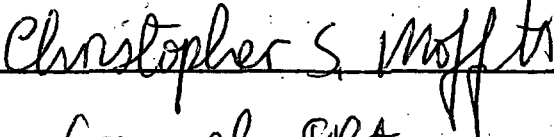
Approval of Administrator

The Federal Railroad Administrator on behalf of the Secretary of the Department of Transportation of the United States of America does hereby approve the foregoing Amendment Agreement.



Federal Railroad Administrator

Attest:



Counsel, FRA

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA } ss.:

On this 29TH day of June, 1976, before me personally appeared *Asaph H. Hall*, to me personally known who being by me duly sworn, says that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980

Richard G. [Signature]
Notary Public

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On this day of June, 1976, before me personally appeared , to me personally known, who being by me duly sworn, said that he is a Vice President of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public

[Notarial Seal]

My Commission expires

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA) ss.:

On this day of June, 1976, before me personally appeared , to me personally known, who being by me duly sworn, said that he is of NATIONAL RAILROAD PASSENGER CORPORATION,-that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

AMENDMENT AGREEMENT dated as of June 15, 1976, between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee under a Trust Agreement dated as of June 1, 1974 (hereinafter called the "Trustee"), and NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the "Railroad").

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WHEREAS the Sale and Lease Back Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 10, 1975, at 3:25 p.m., and was assigned recordation number 7829-A; and

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4. Each and every reference in the Sale and Lease Back Agreement to the Trust Agreement, the Leases and the Conditional Sale Agreement shall be deemed to refer to such documents as amended to the date hereof.

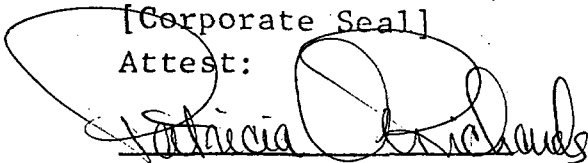
5. The Railroad will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

6. Except as amended hereby, the Sale and Lease Back Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers hereunto duly authorized, and their respective corporate seals duly attested to be hereunto affixed as of the day and year first above written.

[Corporate Seal]

Attest:

 Patricia Richards

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee,

By 

NATIONAL RAILROAD PASSENGER CORPORATION,

[Corporate Seal]

Attest:

By _____

Approval of Administrator

The Federal Railroad Administrator on behalf of the Secretary of the Department of Transportation of the United States of America does hereby approve the foregoing Amendment Agreement.

Federal Railroad Administrator

Attest:

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA } SS.:

On this day of June, 1976, before me personally appeared , to me personally known who being by me duly sworn, says that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF UTAH)
)
 COUNTY OF SALT LAKE) ss.:

On this 28th day of June, 1976, before me personally appeared Robert A. Clark, to me personally known, who being by me duly sworn, said that he is a Vice President of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Arthur B. Eubank
 Notary Public

[Notarial Seal]

My Commission expires November 21, 1979

CITY OF WASHINGTON)
) ss.:
DISTRICT OF COLUMBIA)

On this day of June, 1976, before me personally appeared , to me personally known, who being by me duly sworn, said that he is of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires